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**IN THE  
COURT OF APPEALS OF INDIANA**

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STACY MITCHELL,	)	
	)	
Appellant-Defendant,	)	
	)	
vs.	)	No. 49A02-0604-CR-304
	)	
STATE OF INDIANA,	)	
	)	
Appellee.	)	

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APPEAL FROM THE MARION SUPERIOR COURT  
CRIMINAL DIVISION 10  
The Honorable Israel Cruz, Judge Pro Tempore  
Cause No. 49F10-0506-CM-074221

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**April 13, 2007**

**MEMORANDUM DECISION - NOT FOR PUBLICATION**

**SULLIVAN, Judge**

Following a bench trial, Appellant, Stacy Mitchell, was convicted of Prostitution as a Class A misdemeanor.<sup>1</sup> Upon appeal, Mitchell argues that the evidence is insufficient to sustain her conviction.

We affirm.

The facts most favorable to the conviction follow. On April 19, 2005, Officer Kenneth Greer of the Indianapolis Police Department was working as an undercover vice officer. Officer Greer called a number listed on the “HoosierHotties.com” website and asked for Mitchell, whose body he had seen on the website but her face was not visible. Mitchell called Officer Greer on his cell phone, asked where he was staying, then appeared at Officer Greer’s hotel room thirty to forty minutes later. Mitchell entered the room, looked around, went into the bathroom, then came out and discussed money, explaining that it was \$275.00 “[j]ust to come and say hi.” Transcript at 12. Officer Greer gave Mitchell \$280.00, and then she told him to “get comfortable,” which Officer Greer knew from his experience working ten to fifteen other vice cases meant that he was to remove his clothing. Transcript at 12. Officer Greer removed all of his clothing, except for his boxer shorts, and laid on the bed. Mitchell, now nude with “her private parts, front and back” visible, sat on the bed next to Officer Greer and asked if he had a condom. Transcript at 14. Officer Greer replied in the negative, and then Mitchell began “groping [his] penis with her hand, massaging it.” Transcript at 14. Mitchell next took a bottle of water from the nightstand, poured water on Officer Greer’s penis, and continued to “massage and grope” his penis. Transcript at 14.

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<sup>1</sup> Ind. Code § 35-45-4-2 (Burns Code Ed. Repl. 2004).

Officer Greer and Mitchell then discussed money and sexual intercourse:

“Q. What happened after this, officer?

A. I asked her if she wanted to fuck, which that’s the street term for sexual intercourse.

Q. And what did she say to you after you asked her if she wanted to fuck?

A. She asked me about the condom again. And I said, no. She asked about the condom. And then I said, well, if I give you some more money, uh would you actually ‘F’ me.

Q. And what did she say to you after you asked her that?

A. I stated would a Hundred Dollars (\$100.00) do, and she said yes. And then I asked her do you want me to go and get the money then, and she said yes [go ahead and get the money]. At that time, I identified myself as a police officer, and she was under arrest.”  
Transcript at 15, 16-17.

Mitchell was subsequently charged with prostitution as a Class A misdemeanor. The charging information provided as follows:

“On or about April 19, 2005, . . . Stacy Mitchell did knowingly or intentionally agree to perform an act of . . . sexual intercourse for money, to wit: \$100.00 US currency.” Appendix at 14.

Following a bench trial, Mitchell was found guilty.

Upon appeal, Mitchell argues that the evidence is insufficient to sustain her conviction. Although the evidence is undisputed, Mitchell nevertheless maintains that her statement to “go ahead and get the money” did not constitute an agreement to do anything, that there was never, in contract terms, a meeting of the minds or a mutual understanding of all of the terms of the “contract.” Mitchell asserts that she was arrested prior to any actions which could have conclusively established that she agreed to have sexual intercourse.

When reviewing a challenge to the sufficiency of the evidence, this court will neither reweigh evidence nor judge witness credibility, but instead, considering only the evidence which supports the conviction along with the reasonable inferences to be drawn therefrom, we determine whether there is substantial evidence of probative value from which a reasonable trier of fact could have concluded that the defendant was guilty of the charged crime beyond a reasonable doubt. Kien v. State, 782 N.E.2d 398, 407 (Ind. Ct. App. 2003), trans. denied.

To sustain Mitchell's conviction for prostitution as a Class A misdemeanor, the State was required to prove beyond a reasonable doubt that Mitchell knowingly or intentionally agreed to perform sexual intercourse for money. See I.C. § 35-45-4-2. After reviewing the record, we conclude that the State met its burden. As explained by the trial court:

“You’ve got to take this into the totality of the circumstances. She comes in and says, for the visit it’s Two Hundred and Seventy Five Dollars (\$275.00). Now, you know, I’ve got common sense; and common sense says that no one charges me Two Hundred and Seventy Five Dollars (\$275.00) to come by and say ‘Hi’ to me, okay. An individual takes off their clothes—she says get comfortable, and they take off their clothes, and she starts to massage his penis; and does that for a period of time, and then there’s a conversation about condoms. And then there’s a conversation about a Hundred Dollars (\$100.00) if, you know, if for sexual intercourse. So, you know, dealing with the totality of the circumstances . . . I use my inference to interpret what was meant, and what was meant was an additional One Hundred Dollars (\$100.00) for intercourse. That’s why the Court finds you guilty as charged.” Transcript at 25.

Indeed, as noted above, we consider evidence favorable to the conviction and reasonable inferences which can be drawn therefrom. The trial court adequately summed up the evidence, and we agree that, given the totality of the circumstances, a reasonable

inference can be drawn that by indicating that Officer Greer was to “go ahead and get the money” that Mitchell agreed to have sexual intercourse for \$100.00. The evidence is sufficient to sustain Mitchell’s conviction for prostitution as a Class A misdemeanor.

The judgment of the trial court is affirmed.

SHARPNACK, J., and CRONE, J., concur.